

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL NO. 03-12502-RGS

HARTFORD FIRE INSURANCE COMPANY

v.

EASTERN CONTRACTORS, INC.

v.

CITY OF LAWRENCE, CITY OF FALL RIVER
and FREETOWN/LAKEVILLE REGIONAL
SCHOOL DISTRICT

ORDER ON MOTION TO STAY
AND COMPEL ARBITRATION

April 14, 2004

STEARNS, D.J.

The motion of third party defendants to stay the litigation and compel arbitration is ALLOWED, the agreement to arbitrate being binding and enforceable. Moreover, I agree with third party defendants' observation that, having contractually agreed to a broad arbitration clause, defendant cannot now invoke the burden of its own undertaking as a means of escaping its contractual commitment. If defendant believes that it has the right to insist that the related claims brought by Hartford be consolidated for purposes of arbitration (which appears to be the case), it should raise the matter with the arbitrator, as its brief indicates it is prepared to do.

SO ORDERED.

/s/ Richard G. Stearns

UNITED STATES DISTRICT JUDGE